APPENDIX LIDB and CNAM – AS

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APPENDIX LIDB and CNAM - AS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, and **SBC NEVADA** do not own a LIDB. Additionally, **SBC SNET** does not own a Calling Name (CNAM) Database. Both **SBC MIDWEST REGION 5-STATE** and **SBC SNET** obtain data storage and administration for these Databases from SBC SNET Diversified Group (SBC SNET DG). SBC SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using **SBC MIDWEST REGION 5-STATE**'s and/or **SBC SNET**'s unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and **SBC MIDWEST REGION 5-STATE** and/or **SBC SNET**. Data storage and administration for all other data on SBC SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SBC SNET DG.

1.3 **SBC NEVADA** obtains data storage and administration for LIDB and CNAM Database from **SBC CALIFORNIA**, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using **SBC NEVADA**'s unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to **SBC NEVADA**'s network pursuant to an Interconnection Agreement between **SBC NEVADA** and CLEC. Data storage and administration for all other data on **SBC CALIFORNIA**'s LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SBC CALIFORNIA.

1.4 Any use of the possessive in this Agreement as applied to **SBC MIDWEST REGION 5-STATE**, **SBC SNET**, and **SBC NEVADA** will not indicate ownership but shall have the relationship described in this Section 1.4.

1.5 **SBC Communications Inc**. **(SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.6 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.7 **SBC-4STATE -** As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.8 **SBC-7STATE -** As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA** and **SBC NEVADA,** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.9 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA,** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.10 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.11 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.12 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.13 **SBC ARKANSAS -** As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.14 **SBC CALIFORNIA –** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.15 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.16 **SBC ILLINOIS -** As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.17 **SBC INDIANA -** As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.18 **SBC MICHIGAN -** As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.19 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.20 **SBC MISSOURI -** As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

1.21 **SBC NEVADA -** As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.22 **SBC OHIO -** As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

1.23 **SBC OKLAHOMA -** As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

1.24 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.25 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.26 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.

1.27 **SBC WISCONSIN -** As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 **"Billing Clearinghouse"** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.

2.2 **"Account Owner"** means a telecommunications company, including **SBC-13STATE** that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"Administer or Administration"** means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.

2.4 **"Assignment Authority"** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

2.5 **"Complete Screen"** means that the Query-originator was denied access to all of the information it requested in its Query.

2.6 **"Custom Data Element"** means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

2.7 **"Custom ID"** means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

2.8 **"Data Clearinghouse"** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.

2.9 **"Data Element"** means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

2.10 **"Data Screening"** (or LIDB Data Screening) means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

2.11 **"Database"** (or Data Base) means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

2.12 **"GetData"** means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

2.13 **"GetData Query"** means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

2.14 **"Level 1 Data Screening"** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

2.15 **"Level 2 Data Screening"** means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

2.16 **"Originating Line Number Screening" (OLNS)** means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.

2.17 **"Originating Point Code" (OPC)** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.

2.18 **"Partial Screen"** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.

2.19 **"Personal Identification Number"** (**PIN**) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.20 **"Query"** means a message that represents a request to a Database for information.

2.21 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** STP to the SCP where LIDB resides and back.

2.22 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

2.23 **"Standard Data Element"** means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

2.24 **"Terminating Point Code"** means a 9-digit code that identifies the network node that will receive a Query or a Response.

2.25 **"Service Platform"** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.

2.26 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

2.27 **"Validation Query"** means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

3.1 **SBC-12STATE**'s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide **SBC-12STATE** with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. **SBC-12STATE**'s LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, **SBC-12STATE** enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require **SBC-12STATE** to make any enhancements to its LIDB except at its sole discretion.

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC's Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non-SBC end office switches and is optional for CLEC's accounts associated with unbundled local switch ports.

4.2 CLEC cannot use any of the unbundled, electronic interfaces **SBC-12STATE** provides under this Appendix to access any Line Records CLEC might have in **SBC-12STATE**'s LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).

4.3 Electronic Interfaces - Where available, **SBC-12STATE** has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

   4.3.1 Service Order Entry Interface

   4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to **SBC-12STATE**'s LIDB SMS that is equivalent to **SBC-12STATE**'s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS. **SBC SOUTHWEST REGION 5-STATE** also provides the Service Order Entry Interface to requesting CLECs that use **SBC SOUTHWEST REGION 5-STATE**'s UNE local switch ports. **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, and **SBC SNET** will also provide the Service Order Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

   4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide **SBC-12STATE** with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to **SBC-12STATE**'s Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.

   4.3.1.3 **SBC-12STATE** will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for **SBC-12STATE** to provide CLEC with Data Base administration and storage.

   4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a **SBC-12STATE**'s LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that **SBC-12STATE** provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).

   4.3.1.5 CLEC understands and agrees that its access to **SBC-12STATE**'s LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to **SBC-12STATE** for Administration through the LSR Process.

   4.3.2 Interactive Interface

   4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **SBC CALIFORNIA**'s and **-SBC SOUTHWEST REGION 5-STATE**'s LIDB SMS that is equivalent to **SBC CALIFORNIA**'s and **SBC SOUTHWEST REGION 5-STATE**'s access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform

all of the data Administration tasks **SBC CALIFORNIA**'s and/or **SBC SOUTHWEST REGION 5-STATE**'s LIDB DBAC personnel can perform on **SBC CALIFORNIA**'s and/or **SBC SOUTHWEST REGION 5-STATE**'s own Line Records. **SBC MIDWEST REGION 5-STATE** and **SBC SNET** will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.

4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-12STATE** provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Data Migration Interface

4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from **SBC-12STATE** to another LIDB and/or CNAM Database provider.

4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to **SBC-12STATE**'s LIDB SMS.

4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

4.4.3.1 CLEC will coordinate a meeting between its new Database provider and **SBC-12STATE**'s LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).

4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from **SBC-12STATE**'s LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request **SBC-12STATE** to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.

4.4.3.3 In **SBC SOUTHWEST REGION 5-STATE** only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in the deletion of the Line Record from **SBC SOUTHWEST REGION 5-STATE**'s LIDB.

4.4.3.4 **SBC-12STATE** will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between **SBC-12STATE** and CLEC's new LIDB and/or CNAM Database provider.

4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to **SBC-12STATE**, **SBC-12STATE** will coordinate with CLEC to establish all dates for the exchange of Line Record information as well as updates to network routing information such as the Calling Name Access

Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

4.4.5 **SBC-12STATE** will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between **SBC-12STATE** and CLEC's previous LIDB and/or CNAM Database provider.

4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

4.5   LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to **SBC-12STATE**'s LIDB Editor that is equivalent to **SBC-12STATE**'s manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. **SBC-12STATE** will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.

4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized **SBC-12STATE** employees. CLEC will have access to such **SBC-12STATE** employees only for the same purposes that **SBC-12STATE** has access to LIDB Editor.

4.5.3 **SBC-12STATE** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-12STATE** at the time CLEC makes its update request. CLEC and **SBC-12STATE** will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

4.6   Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

4.6.1.2 **SBC-12STATE** will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the **SBC-12STATE**'s billing system that contains the LIDB data for such Account Owners.

4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

4.6.2.4 **SBC-12STATE** will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). **SBC-12STATE** will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.5 CLEC will use the file **SBC-12STATE** provides in Section 4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.6 **SBC-12STATE** will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) **SBC-12STATE** will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and **SBC-12STATE** will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6.3 Data Screening Verification

4.6.3.1 **SBC 12STATE** will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time.

4.7 LSR Process

4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled **SBC-12STATE**'s service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using **SBC-12STATE**'s UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to **SBC-12STATE**'s LIDB SMS only through the electronic unbundled interfaces **SBC-12STATE** offers in Section 4.3 of this Appendix.

4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.

4.7.4 CLEC will provide complete information in its LSR to **SBC-12STATE** so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, **SBC-12STATE** will populate such Data Element with **SBC-12STATE**-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing **SBC-12STATE** complete and accurate information. In the event **SBC-12STATE** populates CLEC's Line Records with default information under this paragraph, **SBC-12STATE** will not be responsible for any claim or damage resulting from the use of such default information, except in the event of **SBC-12STATE**'s gross negligence or willful misconduct.

4.7.5 CLEC will provide to **SBC-12STATE** during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

4.7.6 The following applies only to **SBC SOUTHWEST REGION 5-STATE**.

4.7.6.1 **SBC SOUTHWEST REGION 5-STATE** will transfer LIDB Line Records between local service providers (including **SBC SOUTHWEST REGION 5-STATE**) based on conversion

activity either with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

4.7.6.2 CLEC will identify through a registration form or ballot that **SBC SOUTHWEST REGION 5-STATE** will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether **SBC SOUTHWEST REGION 5-STATE** will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.6.4 Conversion Activity. CLEC will identify whether **SBC SOUTHWEST REGION 5-STATE** will convert LIDB Line Records from a previous local service provider (including **SBC SOUTHWEST REGION 5-STATE**) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have **SBC SOUTHWEST REGION 5-STATE** delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including **SBC SOUTHWEST REGION 5-STATE**).

4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

4.8   Fraud Monitoring

4.8.1   **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

4.9   LIDB Data Screening

4.9.1   LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on **SBC-12STATE**'s LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

4.9.2   The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

4.9.3   **SBC-12STATE** will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, **SBC-12STATE** will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

5.   MANNER OF PROVISIONING

5.1   **SBC-12STATE** will provide to CLEC, on request, **SBC-12STATE**-specific documentation regarding record formatting and associated hardware requirements of the interfaces **SBC-12STATE** provides for LIDB data Administration when CLEC chooses to use such interfaces.

5.2   CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3   **SBC-12STATE** will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in **SBC-12STATE**'s LIDB. CLEC shall provide all information needed by **SBC-12STATE** to fully and accurately populate all Standard Data Elements in a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating

Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4   Forecasts

5.4.1   CLEC will furnish, prior to the initial load of CLEC's data, and as requested by **SBC-12STATE** thereafter, the following forecast data:

5.4.1.1   the number of working lines per account group;

5.4.1.2   the number of working line numbers to be established;

5.4.1.3   the average number of monthly changes to these records;

5.4.1.4   the number of busy hour queries, by query type; and

5.4.1.5   the number of annual queries by query type.

5.4.2   CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:

5.4.2.1   The size of the Data Element in terms of bytes;

5.4.2.2   The frequency of updates on a per-Custom Data Element Basis;

5.4.2.3   The number of Line Records to which the Custom Data Element will apply; and

5.4.2.4   The number of monthly busy hour queries that will request the new Custom Data Element(s).

5.4.3   If **SBC-12STATE**, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, **SBC-12STATE** will notify CLEC of **SBC-12STATE**'s inability to provide the Custom Data Element until such time as **SBC-12STATE** gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and **SBC-12STATE** will have no liability to CLEC while **SBC-12STATE** gains such needed data storage and administration and/or processing capability.

5.5   CLEC may submit updated or changed forecasts due to unforeseen events at any time and **SBC-12STATE** encourages CLEC to submit such forecasts as soon as practical. **SBC-12STATE** may request revised forecasts, but no more frequently than every six (6) months and then only if **SBC-12STATE** has reason to believe there may be significant error in CLEC's latest forecast.

5.6   CLEC will furnish all Line Records and Group Records in a format required by **SBC-12STATE** to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.7   CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that **SBC-12STATE** creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

5.8   The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in **SBC-12STATE**'s LIDB.

5.9   CLEC will Administer its data in **SBC-12STATE**'s LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

5.9.1   Populating all Standard Data Elements defined for **SBC-12STATE**'s LIDB.

5.9.2   Deleting Line Records from **SBC-12STATE**'s LIDB when CLEC migrates Line Record from an **SBC-12STATE**'s LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with **SBC-12STATE** to delete such records on CLEC's behalf.

5.9.3 Deleting Line Records from **SBC-12STATE**'s LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.

5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an **SBC-12STATE**'s LIDB, CLEC will administer those records through the unbundled electronic interfaces **SBC-12STATE** offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the **SBC-12STATE**'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of **SBC-12STATE**'s deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the End-User with dial tone.

5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an **SBC-12STATE**'s UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.

5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

5.11 If CLEC begins providing local services before CLEC completes and returns to **SBC SOUTHWEST REGION 5-STATE** its LSR Process registration form, **SBC SOUTHWEST REGION 5-STATE** will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.

5.12 **SBC-12STATE** will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an **SBC-12STATE** LIDB.

5.13 With respect to all matters covered by this Appendix, each Party shall adopt and comply with **SBC-12STATE**'s standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and the fraud monitoring system, as set forth in **SBC-12STATE** practices. The Parties acknowledge that **SBC-12STATE** may change those practices from time to time.

5.14 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an **SBC-12STATE**'s LIDB is the responsibility of **SBC-12STATE**. CLEC acknowledges and agrees that **SBC-12STATE**, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. **SBC-12STATE** will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of **SBC-12STATE**'s SCP and LIDB.

5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.

5.16 **SBC-12STATE** will, at its sole discretion, allow or negotiate any access to an **SBC-12STATE**'s LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an **SBC-12STATE**'s LIDB. CLEC acknowledges that when **SBC-12STATE** allows an entity to access **SBC-12STATE**'s LIDB, such Query originators will also have access to CLEC's data that is also stored in such **SBC-12STATE**'s LIDB unless CLEC otherwise invokes Level 2 Data Screening.

5.17 The following applies only to **SBC SOUTHWEST REGION 5-STATE**

5.17.1 **SBC SOUTHWEST REGION 5-STATE** will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the End-User as did

the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, **SBC SOUTHWEST REGION 5-STATE** will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, **SBC SOUTHWEST REGION 5-STATE** will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, **SBC SOUTHWEST REGION 5-STATE** will count the day of the record's creation as zero (0). **SBC SOUTHWEST REGION 5-STATE**'s ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

5.17.2 If CLEC elects to have **SBC SOUTHWEST REGION 5-STATE** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, **SBC SOUTHWEST REGION 5-STATE** will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.17.3 If CLEC elects to have **SBC SOUTHWEST REGION 5-STATE** transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, **SBC SOUTHWEST REGION 5-STATE** will change every data element in the LIDB Line Record as part of the transfer of ownership. However, **SBC SOUTHWEST REGION 5-STATE** will not mark such records as transitional. **SBC SOUTHWEST REGION 5-STATE** will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, **SBC SOUTHWEST REGION 5-STATE** will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

5.18   LIDB Data Screening

5.18.1 **SBC-12STATE** is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

5.18.3 CLEC will use an interface designated by **SBC-12STATE** to notify **SBC-12STATE** of CLEC's Level 2 Data Screening requests. **SBC-12STATE** will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by **SBC-12STATE**. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in **SBC-12STATE**'s operating procedures, which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. **SBC-12STATE** shall not be responsible for any claims related to untimely or incorrect blocking requests.

5.18.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by **SBC-12STATE** which the Parties agree **SBC-12STATE** may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

5.18.5 If an entity with appropriate jurisdictional authority determines that **SBC-12STATE** cannot offer Level 2 Data Screening and/or determines that **SBC-12STATE** cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that **SBC-12STATE** will not abide by CLEC's requests for such Data Screening and **SBC-12STATE** will not have any liability to CLEC for not providing such Data Screening.

5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to **SBC-12STATE**'s LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in **SBC-12STATE**'s LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that **SBC-12STATE** can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.

5.18.7 CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, **SBC-12STATE** will identify to such Query originator the presence of Level 2 Data Screening.

5.18.10 CLEC understands that SBC may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from **SBC-12STATE**'s LIDB on an Account Owner basis. CLEC further understands that where available, **SBC-12STATE** will honor such requests from Query originators.

5.19   Custom Data Elements

5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:

5.19.2 **SBC-12STATE** will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.

5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

5.19.4 CLEC will confirm to **SBC-12STATE**'s SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. **SBC-12STATE** will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to **SBC-12STATE**'s SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.

5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on **SBC-12STATE**'s LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

5.19.6 CLEC will abide by **SBC-12STATE** methods and procedures for creating Custom Data Elements.

5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and **SBC-12STATE** will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

5.19.10 CLEC is responsible for identifying to **SBC-12STATE**, through a process or procedure established by **SBC-12STATE** what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on **SBC-12STATE**'s LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on **SBC-12STATE**'s LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

6. BILLING

6.1 When **SBC-13STATE** or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Appendix.

6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of **SBC-13STATE** or a third party.

6.1.2 CLEC will provide to **SBC-13STATE** or the third party all necessary billing information needed by **SBC-13STATE** or the third party to bill the End User directly.

6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including **SBC-13STATE**, may choose to deny services to CLEC's subscribers.

6.3 **SBC SNET** will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by **SBC SNET** during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by **SBC SNET** and billed to CLEC, in accordance with **SBC SNET**'s invoice.

7. PRICE AND PAYMENT

7.1 **SBC MIDWEST REGION 5-STATE** will charge CLEC $2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires **SBC MIDWEST REGION 5-STATE** to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and **SBC MIDWEST REGION 5-STATE**. **SBC MIDWEST REGION 5-STATE** will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

8. CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9. LIABILITY

9.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of **SBC-12STATE**. Any such losses or damages for which **SBC-12STATE** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time **SBC-12STATE** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of **SBC-12STATE**'s administration of fraud monitoring or Automatic Fraud Monitoring systems.

9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of **SBC-12STATE**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **SBC-12STATE** is found liable as a result of its sole negligence.

9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly arising out of **SBC-12STATE**'s administration of **SBC-12STATE**'s fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which **SBC-12STATE** is found liable as a result of its gross negligence or willful misconduct.

9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

9.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless **SBC-12STATE** from any and all claims, demands, or suits brought by a third party against **SBC-12STATE**, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.1.2 of this Appendix.

10. DISCLAIMER OF WARRANTIES

10.1 **SBC-12STATE** MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-12STATE** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.